

Beginning at a point in the center of the said State Road No. 15, leading from Thurmont to Frederick, said point being marked by a post on East side of said road, said point being also a corner of land of John Baker, running thence in center of aforesaid State Road N. $26\frac{1}{2}^{\circ}$ E. 60 feet, thence with other lands of Lester S. Birely and Elinor B. Birely, his wife, S. 60° E. 300 feet to a stake, thence S. $26\frac{1}{2}^{\circ}$ W. 60 feet to a stake, a corner of land of John Baker, thence with his land N. 60° W. 300 feet, to the place of beginning, containing 66 square perches of land, more or less.

It being the same real estate which was conveyed unto Howard F. Donnelly and Virgie A. Donnelly, his wife, by deed from Lester S. Birely and Elinor B. Birely, his wife, dated August 9, 1946, and intended to be recorded prior to the recording of this mortgage among the Land Records for Frederick County.

TOGETHER with all the buildings and improvements thereon and all the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of land and premises unto and to the proper use and benefit of the said mortgagee and its assigns forever.

PROVIDED that if the said Howard F. Donnelly and Virgie A. Donnelly, his wife, shall pay or cause to be paid the aforesaid note according to the tenor thereof, together with all renewals and replacements thereof, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And the said mortgagors further covenant to commit or suffer no waste, impairment or deterioration of said property or any part thereof, and to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said note and in this mortgage set forth, and further covenant to keep the premises hereby mortgaged in good tenable repair in the judgment of the said mortgagee or its assigns, and any failure to make such repairs to constitute a default herein.

AND IT IS AGREED that until default be made in the premises the said Howard F. Donnelly and Virgie A. Donnelly, his wife, their heirs